

**OLYMPIC PARKWAY/EAST ORANGE AVENUE/I-805 INTERCHANGE
IN THE CITY OF CHULA VISTA, CALIFORNIA
(STM-328)**

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH THE BID

ADDENDUM #1

Bid Opening Date: Wednesday February 04, 2004 is hereby changed to February 18, 2004. Sealed proposals will be received at the office of the City Engineer, City of Chula Vista, 276 Fourth Avenue, Chula Vista, CA, 91910 until 2:00 p.m on February 18, 2004 at which time they will be publicly opened and read. Bids will not be accepted after this time.

Questions received by the City of Chula Vista's City Engineer after 4:00 p.m., February 6, 2004 will not be addressed. Questions concerning this project must be received by the City Engineer before this time in order for the questions to be answered. This restriction shall be removed if additional Addendums have been issued by the Deputy City Engineer changing the bid opening date.

This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. The following change are hereby made effective as though originally issued with the bid package:

CHANGES TO PLANS

- 1. Cross-sections are available for bidding purposes only.**
- 2. Cross-sections for bidding purposes only will be available electronically through eBidboard's website for eBidboard's members and through the City of Chula Vista's website "www.chulavistaca.gov".**
- 3. The location of the cross-sections drawing through the City of Chula Vista is as follows:**

<http://www.City of Chula Vista/City Services/Department Services/Engineering/Infrastructure Design/Engineering Project Bid>.

Or type in the website address:

http://www.chulavistaca.gov/city_services/development_services/engineering/infrastructure/schedule.asp

- 4. At the Contractor's expense the Cross-sections for bidding purposes only may be purchased at the office of the City Engineer, Public Service Building, City of Chula**

Vista, 276 Fourth Avenue, Chula Vista, CA, 91910 for \$45.00 per each set or \$50.00 if mailed.

5. Replace pages 1 of 16, 3 of 16, 5 of 16, 9 of 16, and 10 of 16 contained in the plans titled **ORANGE AVENUE OVERCROSSING (WIDEN), GENERAL PLAN** with the new drawing provided herein this Addendum #1.
6. Plan Sheet X-2, Typical Cross Sections (STA 88+02.367 to STA 89+43.631) and (STA 90+07.506 to STA 90+82.887) are labeled as 90mm AC on 345 AB. Although the typical cross section depicts the structural section incorrectly at these stations, the structural section thickness noted on the plans are correct. Please use the structural section thickness noted on the plans for quantity calculations.

CHANGES TO SPECIFICATIONS

1. Discrepancies in the specifications will be handled in the following way:

- a. Department of California Transportation (CALTRANS) specifications govern over the City of Chula Vista specifications within the State of California's right-of-way.
- b. City of Chula Vista specifications govern over CALTRANS specifications outside the State of California's right-of-way.
- c. The Standard Specifications listed on page 14, Book 1 of 3, shall prevail in the administration of the contract. Conflicts regarding contract administration shall follow the Part 1, Special Provisions-General, 1-2 DEFINITIONS. In that, the 2000 Standard Specification for Public Works Construction (Greenbook), the 2000 Regional Supplement Amendments, and the October 2002 City of Chula Vista Standard Special Provisions, shall govern for conflicts within the contract administration portion.

2. In BOOK 1 OF 3, Page 169, Section 10-1.18 OBSTRUCTIONS:

Add the following additional specification (SEE Attachment A) to the end of Section 10-1.18 OBSTRUCTIONS:

Utility Facilities

When shown on the plans, utility facilities will be carried in or on structures at the locations shown on the plans. Ducts in sidewalks, future utility openings in bridge cells, openings in bridge cells for electrical, and other accessories required for such facilities which must be cast in the concrete shall be furnished and installed by the Contractor in accordance with the details shown on the plans and in accordance with these special provisions, or as directed by the Engineer.

Materials will be furnished and installed by the respective utility companies at such times as the work is ready for installation and before any construction is in place that would interfere with their installation.

The following items shall be furnished and installed in accordance with the details shown on the plans or as directed by the Engineer:

Item	Furnishing	Installing
Cast-in-place concrete anchors for electrical facilities	SDG&E	Contractor
PVC conduits, supports, couplings, caps and expansion joints, poly foam, brackets, hardware and all materials necessary for the installation of the Electrical conduits	SDG&E	SDG&E

The Contractor shall notify the Engineer at least 30 days in advance of the anchor bolt installation so that inspection by an SDG&E representative can be arranged.

The Contractor shall notify the Engineer in writing at least 30 days in advance of the proposed dates that the work will be ready for installation of facilities to be furnished and installed by others. The Contractor shall provide time periods in his schedule of operations to allow for complete installation of non-Contractor installed facilities. Delay in work caused by failure of coordination of these activities shall be at the Contractor's expense.

Utility Facility	Working Days Required
Electrical Facilities (SDG&E)	15

Ducts, sleeves or conduits to be cast in barrier railings or sidewalks shall be fitted with expansion couplings at the bridge expansion joints. Expansion couplings shall provide movement capability consistent with the movement ratings of the bridge joints.

MEASUREMENT AND PAYMENT

Full compensation for furnishing all materials, tools, equipment, labor and incidentals, except those materials and labor as listed as provided by others in the above table, for installing electric ducts and providing openings as shown on the plans shall be considered as included in the contract price paid for the various items of concrete work and no additional compensation will be allowed therefore.

3. **Add the following specifications for WELDED STEEL PIPE CASING (SEE Attachment B) to page 282, BOOK 2 of 3, after Special Provisions Section 10-1.64 MISCELLANEOUS FACILITIES.**

10-1.64a WELDED STEEL PIPE CASING (BRIDGE)

Welded steel pipe casings through bridges and under approach slabs shall be of the size shown and shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

Unless otherwise shown on the project plans, casings shall be installed at each abutment, and casings shall be extended to the greater of: (1) 1.5 m beyond the approach slab, (2) 1.5 m beyond the end of the adjacent wingwall or (3) 6 m beyond the abutment.

WORKING DRAWINGS

Working drawings for temporary support of casing pipe at the abutments shall be submitted for approval in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings" of the Standard Specifications.

MATERIALS

Casing pipe

Casing pipe shall be welded steel pipe conforming to the provisions in Section 70-1.02B, "Welded Steel Pipe," of the Standard Specifications, except that the pipe shall be treated in accordance with the following requirements, prior to shipping. Exterior surfaces of welded steel pipe shall be cleaned and coated in conformance with the requirements in ANSI/AWWA C213 or at the option of the Contractor, cleaned, primed, and coated in accordance with specifications of ANSI/AWWA C214.

Pipe wrapping tape

Wrapping tapes for pipe in contact with the ground shall be a pressure sensitive polyvinyl chloride or polyethylene tape having thickness of 1.27 mm, minimum.

Pipe hanger assembly shall consist of concrete clevis plate or embedded steel welded linked eye rods, adjustable steel yoke, cast iron pipe roller, steel roller rod and hex nuts. All parts shall be galvanized. The pipe hanger assembly shall be suitable for the type and size of pipe installed and shall be as shown on the plans.

Steel cover plates shall be suitable for the type and size of the welded steel pipe casing and conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

CONSTRUCTION

If a blockout is provided in the bridge abutment wall for casing pipe, the space between the casing pipe and bridge abutment wall shall be filled with portland cement mortar conforming to the provisions in Section 51-1.135, "Mortar," of the Standard Specifications.

Openings for utilities through bridge superstructure concrete shall either be formed or shall consist of pipe sleeves.

Wrapping and coating pipe

Damaged coating on steel pipe casing in contact with earth shall be wrapped as follows:

- A. Pipe to be wrapped shall be thoroughly cleaned and primed as recommended by the tape manufacturer.
- B. Tapes shall be tightly applied with 1/2 uniform lap, free from wrinkles and voids to provide not less than 2.5 mm thickness.
- C. Field joints and fittings for wrapped pipe shall be covered by double wrapping 1.27 mm thick tape. Wrapping at joints shall extend a minimum of 150 mm over adjacent pipe coverings. Width of tape for wrapping fittings shall not exceed 50 mm. Adequate tension shall be applied so tape will conform closely to contours of joint.

Where a welded steel pipe casing passes through the abutment wall, the welded steel pipe casing shall be additionally wrapped with 2 layers of No. 15 asphalt-felt building paper, securely taped or wired in place.

MEASUREMENT AND PAYMENT

Measurement and payment for welded steel pipe casing for each size listed in the Engineers Estimate shall conform to the provisions in Sections 70-1.04, "Measurement," and 70-1.05, "Payment," of the Standard Specifications.

Full compensation for furnishing and installing welded steel pipe casing (bridge), including wrapping, coating, steel cover plates, mortar, building paper, and other fittings, shall be considered as included in the contract price paid per cubic meter for structural concrete, bridge and no separate payment will be made therefore.

- 4. Book 1 of 3, Page iii, NOTICE TO CONTRACTORS. First paragraph, shall be modified to read as follows:**

SEALED PROPOSALS will be received at the office of the City Engineer, City of Chula Vista, until 2:00 p.m. on Wednesday, February 18, 2004 at which time they will be publicly opened and read.

- 5. Book 1 of 3, Page iii, NOTICE TO CONTRACTORS. Seventh paragraph, shall be replaced with the following paragraph:**

City requires that throughout the duration of this contract insurance be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A- V in the amounts specified in the contract. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A- X. Evidence of insurance must be submitted within ten (10) days after the awarding of the Contract, and approved prior to commencement of work under the contract. Any insurance terminating during the course of the contract must be renewed and evidence of renewal must be submitted to the City within 15 days prior to the expiration of the prior policy and must meet the same criteria. Contractor must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements as above. No substitutions shall be allowed.

- 6. Replace page 21-22, BOOK 1 OF 3, Special Provisions Section 7-3 Liability Insurance (SEE Attachment C) with the following language:**

7-3 Liability Insurance Add:

Contractor must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the contractor, his agents, representatives, employees or subcontractors and provide documentation of same prior to commencement of work. Certificates evidencing such coverage and applicable policy endorsements shall be submitted to the City Engineer at 276 Fourth Avenue. The insurance must be maintained for the duration of the contract.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001) including Insurance Services Office Form (G0009 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Course of Construction insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | |
|--|---|
| 1. Commercial General Liability: (Including operations, products and completed operations) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Course of Construction | Completed value of the project with no coinsurance penalty provisions. |

The City reserves the right to require insurance for amounts in excess of the minimums stated above.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Contractor will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf

of the contractor including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 20 10 11 85 or its equivalent.

2. The contractor's insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
3. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract.

Course of Construction policies shall contain the following provisions:

1. The City of Chula Vista shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City of Chula Vista.

Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A- V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A- X.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

Subcontractors

Contractor must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements included in these specifications.

7. Replace page 22, BOOK 1 OF 3, Special Provisions Section 7-4 WORKER'S COMPENSATION INSURANCE (SEE Attachment D) with the following language:

7-4 Worker's Compensation Insurance Add:

Contractor shall provide certificates of insurance evidencing coverage as follows:

Statutory Workers' Compensation insurance as required by the State of California and Employer's Liability insurance in the following limits:

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease – Each Employee

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Contractor will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

- 1) Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested.
 - 2) Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract.
8. The Major Work - Part "A" bid item schedule of the bid proposal, page 404 to 415, Book 3 of 3, is hereby modified as set forth in Attachment "E". Delete the Supplemental Work – Part "B", page 416 to 418, Book 3 of 3. The Contractor shall REPLACE page 404 to page 418 of the contract documents "Bid Proposal" with the documents in Attachment "E".
9. Discrepancies in the specifications concerning the traffic signals will be handled in the following way:
- a. California Department of Transportation (CALTRANS) specifications govern over the City of Chula Vista specifications within the State of California's right-of-way. The traffic controller within the State of California's right-of-way shall follow CALTRANS' specification.
 - b. City of Chula Vista specifications govern over CALTRANS specifications outside the State of California's right-of-way. The traffic controller outside of the State of California's right-of-way shall follow City of Chula Vista's specifications.

10. The Structural Design Calculations and Independent Check Calculation for the San Diego Gas and Electric (SDG&E) Utility openings, Transportation Management Plan, Storm Water Data Report, Storm Water Pollution Prevention Plan (SWPPP) will be available for your viewing at the office of the City Engineer, City of Chula Vista, 276 Fourth Avenue, Chula Vista, CA, 91910 until 2:00 p.m on February 18, 2004.
11. The typical section shown on X-1 (Sheet 2) indicates pavement of 18.2 meters width tied together with a longitudinal tie bar. The Specifications on page 226 and page 227, Book 2 of 3, show the requirement for the tie bars.
12. Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513, and 3800, page 95, Book 1 of 3. Prior to the migratory bird nesting season of February 15 through September 1, tree removal within the limits of roadside clearing work shall be completed in conformance with the provisions in "Clearing and Grubbing".
13. Book 3 of 3, Page 402, Proposal Forms, second paragraph shall be modify to read as follows:

PROPOSAL FORM:

All proposals must be made upon forms furnished by the City of Chula Vista, City Engineer.

The following documents MUST be completed and submitted with the bid:

1. Proposal
2. List of Subcontractors
3. Affidavit to Accompany Proposal
4. Bidder's Bond (for bids greater than \$50,000)
5. Disclosure Statement
6. Certificate of Notification to Subcontractors
7. Disclosure of Lobbying Activities
8. Local Agency Bidder-DBE Information [Page 462, Must be submitted within four (4) working day of Bid Opening by top three (3) Bidders]
9. Addenda No. 1

Local Agency DBE Information and Good Faith Effort MUST be submitted within four (4) working days of Bid Opening by the top three (3) Bidders.

14. No additional Geotechnical information will be available through the City of Chula Vista. All boring information is contained within the plans and specification prepared by the consultants. Pages 455 to page 469 of the drawing package contain the log of the test boring plans.
15. Per the Technical Specification Tie Bars shall not exceed 15 meters. The tie bars shall be included with the work for the lump sum in the concrete portion.
16. The time of completion for this contract is based on a 5 day work week. The Contractor shall pay a fee established by the City for inspection services, required

outside of regular working hours, and on Saturdays, Sundays, and holidays recognized by the City. Any work done in the absence of the Engineer will be subject to rejection.

17. Book 1 of 3, Section 3-3.2.3 Markup, top of page 17, shall be modified to read as follows:

Labor	28%
Materials	10%
Equipment Rental	10%
Other Items and Expenses	10%

18. Book 1 of 3, Section 4. Beginning Of Work, Time of Completion and Liquidated Damages, last sentence shall modified to read:

The liquidated damages shall be \$6,800.00. The maximum total liquidated damage is \$500,000.00. The contractor will reach maximum liquidated penalties after 73.5 days.

19. The project's landscape portions within the State's right-of-way shall be maintained by Contractor for a period of thirty-six (36) months, from the date of completion of construction subject to approval by the state. The extent of the work is contained within the specification and plans for the Olympic Parkway / East Orange Avenue / I-805 Interchange.

Please acknowledge and submit this Addendum as part of your bid package. Your submitted bid package will be non-responsive and incomplete without this Addendum.

ACKNOWLEDGED BY:

BIDDERS MUST SUBMIT AN ADDENDUM 1 WITH THEIR BID PACKAGE SIGNED BY THE CITY OF CHULA VISTA DEPUTY CITY ENGINEER

Bidder's Signature

Francisco X. Rivera, P. E., T. E.
Deputy City Engineer
General Services, Engineering

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH THE BID